

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
MARSHALL DIVISION**

Billy Hollan and  
Joey Lusk

Plaintiffs,

v.

Thunderbird Resources, LP

Defendant.

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Civil Action No. 2:17-CV-444

JURY TRIAL REQUESTED

**PLAINTIFF’S ORIGINAL COMPLAINT**

Pursuant to 29 USC § 207 (“FLSA”), the named Plaintiffs allege violations of their statutory employment right to receive overtime pay from Defendant, Thunderbird Resources, LP (hereinafter “Thunderbird”) as a result of Thunderbird’s failure to pay Plaintiffs. Plaintiffs seek their unpaid overtime, liquidated damages, all available equitable relief, attorney fees, and litigation expenses/costs, including expert witness fees and expenses.

**I. PARTIES**

1. Plaintiff Billy Hollan (“Hollan”) is currently a citizen and resident of Marshall, Harrison County, Texas.

2. Plaintiff Joey Lusk (“Lusk”) is currently a citizen and resident of Kilgore, Gregg County, Texas.

3. Defendant is a Delaware corporation having its corporate headquarters at 9400 N. Broadway, Suite 130, Oklahoma City, Oklahoma, 73114.

4. Defendant can be served through its registered agent, Capitol Corporate Services, Inc. at 206 E. 9<sup>th</sup> Street, Suite 1300, Austin, Texas 78701.

5. Defendant is authorized to do business, and is doing business, in the State of Texas.

6. Defendant has a facility located in Harrison County, Texas, at 5561 FM 2625 E, Marshall, Texas 75672 (“Harrison County Facility”).

## **II. JURISDICTION AND VENUE**

7. This court has jurisdiction by virtue of 28 USC §§ 1331, and 1391. The Defendant’s Harrison County, Texas location is located within the Eastern District of Texas and the Court has subject matter jurisdiction and personal jurisdiction to hear the case. *See* 29 U.S.C. 201, et seq.

## **III. FACTS**

8. In August 2012, Hollan began his employment at Thunderbird Resources, LLC. His job at Thunderbird was a mechanic; however, the work he did for Thunderbird was not exempt as defined under 29 USC § 207, 213(a) or (b) or 29 CFR parts 451, 531, 541, 778, 785 or 790. The evidence at trial will show that Hollan was not paid overtime wages at one and one-half times his regular hourly rate for all hours worked in excess of 40 hours in a work week.

9. Hollan believes and, therefore, alleges that the failure of Thunderbird to pay Hollan for overtime pay was intentional.

10. In September 2014, Lusk began his employment at Thunderbird Resources, LLC. His job at Thunderbird was a mechanic; however, the work he did for Thunderbird was not exempt as defined under 29 USC § 207, 213(a) or (b) or 29 CFR parts 451, 531, 541, 778, 785 or 790. The evidence at trial will show that Lusk was not paid overtime wages at one and one-half times his regular hourly rate for all hours worked in excess of 40 hours in a work week.

11. Lusk believes and, therefore, alleges that the failure of Thunderbird to pay Lusk for overtime pay was intentional.

#### **IV. CLAIMS**

12. The Fair Labor Standards Act (29 U.S.C. § 207, et seq.) is commonly referred to as the “FLSA.” Among other things, the FLSA statutes and the regulations promulgated thereunder govern the activities of the pay practices of employers involved in commerce.

13. Plaintiffs allege that the failure to pay Plaintiffs for all hours worked is a direct violation of the FLSA statutes and regulations.

14. Additionally, Plaintiffs allege that the failure to pay Plaintiffs one and one-half times their regular rate for all hours worked in excess of 40 hours in a work week is a direct violation of the FLSA statutes and regulations.

15. Plaintiffs are entitled to receive the unpaid wages due them, liquidated damages, costs and attorneys’ fees.

#### **V. JURY DEMAND**

16. Plaintiffs request a jury trial.

#### **VI. PRAYER FOR RELIEF**

Wherefore, Plaintiffs request that Defendant be cited to appear and answer, and that on final trial, Plaintiffs have judgment against Defendant as follows:

- a. The unpaid wages due to Plaintiffs;
- b. Liquidated damages authorized by the applicable statutes;
- c. Courts costs;
- d. Attorneys’ fees; and
- e. Such other and further relief as the Court deems just.

Respectfully submitted

A handwritten signature in blue ink, reading "MA Benefield". The signature is fluid and cursive, with the first name "MA" and last name "Benefield" clearly distinguishable.

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